

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK-----X  
MD SABER AHMED MUNNA,

Plaintiff,

-v-

MMW CAFE LLC, et al.,

Defendants.  
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<b>USDC SDNY</b> <b>DOCUMENT</b> <b>ELECTRONICALLY FILED</b> <b>DOC #:</b> _____ <b>DATE FILED:</b> <u>06/02/2017</u>
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17-CV-1668 (JMF)

ORDER

JESSE M. FURMAN, United States District Judge:

By letter dated May 17, 2017, the parties in this action, brought pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, advised the Court that they had agreed to a settlement and submitted the attached Settlement Agreement for the Court’s review. By Order entered May 19, 2017, the Court directed the parties to submit letters explaining the basis for the proposed settlement and why it should be approved, with reference to the factors set forth in *Wolinsky v. Scholastic, Inc.*, 900 F. Supp. 2d 332, 335-36 (S.D.N.Y. 2012).

The Court, having reviewed the parties’ settlement agreement and letter, dated June 1, 2017, respectively, finds that the settlement is fair and reasonable, given both the nature and scope of the Plaintiff’s individual claim as well as the risks and expenses involved in additional litigation. *See id.* Although the FLSA places “strict limits on an employee’s ability to waive claims . . . for fear that employers would [otherwise] coerce employees into settlement and waiver,” *id.* at \*1 (citation omitted), these concerns are not as relevant when the plaintiff no longer works for the defendant, as is the case here, *cf. Lujan v. Cabana Mgmt., Inc.*, No. 10-CV-755 (ILG), 2011 WL 3235628, at \*2 (E.D.N.Y. July 27, 2011) (noting “the risk of explicit or implicit coercion in the employment context” in FLSA litigation); *Gortat v. Capala Bros., Inc.*, 07-CV-3629 (ILG) (SMG), 2009 WL

3347091, at \*11 (E.D.N.Y. Oct. 16, 2009), *report and recommendation adopted by* 07-CV-3629 (ILG), 2010 WL 1423018 (E.D.N.Y. Apr. 9, 2010) (noting the heightened concern over coercion in FLSA litigation when plaintiffs “are involved in an ongoing business relationship with defendants, and . . . are dependent on defendants for employment”).

In addition, although the proposed award of attorney’s fees is high relative to the size of the Plaintiff’s claim and recovery, the Court sees no basis to reduce the fee where, as here, there are no opt-in plaintiffs, the case is not a collective action, and the attorney’s fee award is based on an agreement between Plaintiff and his attorney. *See Picerni v. Bilingual Seit & Preschool Inc.*, 925 F.Supp.2d 368, 377 n.3 (E.D.N.Y. 2013) (“Unless there is a basis to presume conflict and antagonism between the plaintiff and his attorney— i.e., that the plaintiff’s attorney is receiving a larger fee at the expense of his client’s wage claim . . . then the basis upon which the attorney’s fee is determined should be of no interest to the court, just as it is of no interest in most other kinds of private litigation.”). Accordingly, the Court approves the settlement in its entirety.

The Clerk of the Court is directed to close this case, without prejudice to the right to reopen the action within thirty days of the date of this Order if the settlement is not fully consummated (or for purposes of so ordering a stipulation of dismissal with prejudice). All pending motions are moot. All conferences are vacated.

SO ORDERED.

Dated: June 2, 2017  
New York, New York

  
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JESSE M. FURMAN  
United States District Judge